

Document #4877

4/9/87

Document #4877
4/9/87

DEVELOPMENT IMPACT PROJECT PLAN
FOR
BUILDINGS 33, 34, 38 and 39
CHARLESTOWN NAVY YARD

Developer: The Developers are the following limited partnerships: Navy Yard Plaza Development Associates - 33 Limited Partnership, Navy Yard Plaza Development Associates - 34 Limited Partnership, Navy Yard Plaza Development Associates - 38 Limited Partnership, Navy Yard Plaza Development Associates - 39 Limited Partnership, (jointly known as the "Applicant"). The general partner of the Applicant is Navy Yard Plaza Development Associates, Inc. having a principal place of business at 120 Fulton St., Boston, Massachusetts, 02109. One of the limited partners is the First Charlestown Development Group, Inc. The Applicant acknowledges that the aggregate floor area of Buildings 33, 34, 38 and 39 will exceed 100,000 square feet and that each of the Buildings will be dedicated in part to uses described in Section 26-3, 26A-3 and Section 26B-3 of Articles 26, 26A and 26B of the Boston Zoning Code (the "Linkage Articles"). Because the four buildings combined will constitute a Development Impact Project, the Applicant has agreed to enter into a Development Impact Project Agreement.

Architect: Shall mean only the architectural firm of the Boston Architectural Team, or such substitute thereof as shall be approved by the Authority.

Site Description: Approximately 160,000 aggregate square feet of land consisting of the property known collectively as Buildings 33, 34, 38 and 39 (the "Project") in the Historic Monument Parcel, Charlestown Navy Yard, Charlestown Urban Renewal Area Project No. Mass. R-55.

Location and Appearance of Structures: A detailed and visual representation of each development's location and appearance is contained in the plans submitted to the Authority's Urban Design Department in accordance with the provisions of the Management Agreement and Design Development approval has been granted by the Authority for Buildings 33 and 34. The Authority has also approved the Schematic Design for Building 39.

General Description of Project Development and Uses: The Site will be developed in two phases, Buildings 33 and 34 ("Phase I") and Buildings 38 and 39 ("Phase II"). The development of the Project in both phases will consist of a complete renovation of the existing structures which will be converted into a mixture of office, retail and commercial space, all in accordance with legal requirements from time to time applicable thereto and for no other purpose. Space at the ground floor level of each building within the respective phases will be devoted to commercial uses

consisting only of active retail sales of products or provisions of services to the general public. The Project will have a total of 55,515 square feet of interior space allocated for retail use.

<u>Estimated Construction Time:</u>		Phase I	Phase II
Commencement of Construction:	Sept. 1985		July 1986
Completion:	Dec. 1986		Jan. 1988
Occupancy:	Sept. 1986-June 1987		Jan. 1988-Jan. 1989

Projected Number of Employees: It is estimated that the development of the Project will create a total of approximately 400 construction jobs over the two phases of the construction period. After completion it is estimated that each building will provide the following number of permanent jobs:

Building 33	<u>168</u>
Building 34	<u>200</u>
Building 38	<u>130</u>
Building 39	<u>360</u>

The Applicant will be required pursuant to its lease with the Authority to comply with the Mayor's Executive Order concerning Affirmative Action goals for construction employment, permanent employment and minority business contracting.

Linkage Payment: The redevelopment of Buildings 33 and 34 is part of the first phase of the total Project consisting of approximately 200,000 square feet, as contemplated in the Management Agreement hereby incorporated by reference. Buildings 33, 34, 38 and 39 shall contribute proportionally to the overall Project's linkage obligations. Accordingly each building shall comply with the Linkage Articles. The linkage obligation will be triggered by the initiation of the second phase of this Project beginning with construction of Building 39 and ending with construction of Building 38. As required under the Linkage Articles the Applicant will enter into a Development Impact Project Agreement with the Authority. The Applicant shall be responsible for a Development Impact Project Contribution and a Jobs Contribution Grant (collectively, "Linkage Payment"), as such terms are defined in Sections 26A - 2.3 and 26B - 2.3 of the Linkage Articles.

The Applicant may satisfy its obligation for the Development Impact Project Contribution ("DIP Contribution") in whole or in part, either by a Housing Creation Exaction or a Housing Payment Exaction. Under the Housing Creation Exaction, the Applicant shall create housing units for occupancy exclusively by low - and moderate-income residents of the City of Boston in accordance with the Housing Creation Regulations. In the alternative, the Applicant shall make a Housing Payment Exaction, payable in 12 equal annual installments, the first installment to be due upon

the issuance of a Certificate of Occupancy for Building 39, or 24 months after the issuance of a building permit, whichever first occurs.

In addition, the applicant may, at its option, satisfy its Jobs Contribution Grant obligation ("JC Grant"), in whole or in part, either by;

(a) with approval of the Director of the Mayor's Office of Jobs and Community Services, using its JC Grant to create a job training program for workers who will be employed, on a permanent basis, at the Project, pursuant to Section 26B-2.3(c) of the Linkage Articles; or

(b) making amoney payment equal to the JC Grant to the Neighborhood Jobs Trust described in Section 26B-2.3(a) and 26B-2.5 of the Linkage Articles; or

(c) by a combination.

The total ammount of the Linkage Payment, calculated at the rate of \$6.00 per square foot of gross floor area in excess of 100,000 square feet, will approximate a total of \$692,250* Dollars calculated as follows:

Total Estimated Project Gross Floor Area	215,375 square feet (100,000) 115,375 square feet
Article 26A: DIP Contribution	x \$5 576,875
Article 26B: JC Grant	115,375 square feet x \$1 115,375
Total Linkage Payment	692,250

The amount of the Linkage Payment is based upon an estimated gross floor area.

Density: Renovation of the Project shall result in approximately 215,375 square feet of gross floor area.

Design Review: All design plans for the Project are subject to ongoing design review and approval by the Authority. Such review is conducted in accordance with the provisions of the Ground Lease to be executed for Buildings 38 and 39 and already executed for Buildings 33 and 34.

Zoning Relief: sought for each building

Building 33, 34 Zoning variances are in place

Building 39 Variance (Section 15-1) for an increase in the gross floor area ratio to provide for offices, retail space and restaurants.

Building 38 Relief not yet determined

*Building measurements are from the Architectural Team, project architect. Measurements are from interior wall to interior wall.

Bldg. 33	44, 508
Bldg. 34	51, 339
Bldg. 38	32, 838
Bldg. 39	86, 690
	215, 375

DEVELOPMENT IMPACT PROJECT AGREEMENT
FOR
BUILDINGS 33, 34, 38 and 39
CHARLESTOWN NAVY YARD

THIS AGREEMENT dated as of _____ 1987, among the Boston Redevelopment Authority, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, (the "Authority") and each of the following limited partnerships: Navy Yard Plaza Development Associates - 33 Limited Partnership, Navy Yard Plaza Development Associates - 34 Limited Partnership Navy Yard Plaza Development Associates - 38 Limited Partnership and Navy Yard Plaza Development Associates - 39 Limited Partnership jointly known as the "Applicant"), of which the general partner is the Navy Yard Plaza Development Associates, Inc., a Massachusetts corporation, having a principal place of business at 120 Fulton St., Boston, Massachusetts, 02109. The Authority and the Applicant shall be referred to herein as the "Parties".

WHEREAS, the Applicant proposes to develop in two phases, Buildings 33 and 34 ("Phase I") and Buildings 38 and 39 ("Phase II") (the "Project"). The development of the project in both phases will constitute a "Development Impact Project" as defined in Sections 26-2, 26A-2 and 26B-2 of Articles 26, 26A and 26B of the Boston Zoning Code as in effect on the date hereof (the "Linkage Articles"); and

WHEREAS, the Applicant has submitted to the Authority a Development Impact Project Plan for such Project (the "Plan") complying with the requirements of subparagraphs 2 of Section 26-2, 26A and 26B-2 of the Linkage Articles; and

WHEREAS, the Authority, after a public hearing held on April 9, 1987, notice of which hearing was published in The Boston Herald on _____, 1987, approved such Plan on _____, 1987 pursuant to subparagraph 1 of Sections 26-3, 26A-3 and of the Linkage Articles; and

WHEREAS, the Neighborhood Housing Trust as referred to in Article 26 and 26A of the Linkage Articles has been created;

WHEREAS, the Neighborhood Jobs Trust as referred to in Article 26B of the Linkage Articles has been created;

NOW THEREFORE, the parties hereto agree as follows:

1. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Linkage Articles.

2. The Applicant agrees to develop and carry out the Project substantially in accordance with the Plan.

3. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution ("DIP Contribution") as such term is presently defined in Section 26A-2 of the Linkage Articles, in the amount of \$576,875. The Applicant may, at its option, satisfy its obligation for the DIP Contribution, in whole or in part, by payment in accordance with Section 6 of this Agreement, or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in accordance with Section 7 of this Agreement.

4. The renovation of the Project shall result in approximately 215,375 square feet of gross floor area, as defined in Section 2 - 1(21) of the Boston Zoning Code ("Gross Floor Area"), devoted to office, retail and commercial space, uses which are enumerated in Table C of subparagraph 2(a) of Section 26-3, in Table D of subparagraph 2(a) of Section 26A-3, and Table E of subparagraph 1(a) of Section 26B-3 of the Linkage Articles.

If the actual Gross Floor Area of the Project, as certified by the Architect as identified in the plan, differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Linkage Payment in accordance with the Linkage Articles.

5. The "Payment Date" for the Project shall be the earlier of the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of a Building Permit with respect to Building 39 of the Project. If a Building Permit is not granted for Building 39, or if construction of any part of Building 39 is abandoned prior to the commencement of substantial construction after a Building Permit is obtained, or if for any reason a Building Permit has lapsed prior to the commencement of substantial construction, then the Applicant shall have no responsibility for any DIP Contribution with respect to the Project.

6. If the Applicant shall elect to satisfy the responsibility for the DIP Contribution by money payments, then the DIP Contribution shall be paid to the Neighborhood Housing Trust, c/o Office of the Collector/Treasurer, Room M-5, One City Hall Square, Boston, MA. 02201 in twelve (12) equal annual payments beginning on the Payment Date. The managing trustee of the Neighborhood Housing Trust shall enforce the Applicant's election under this Section of the Agreement and shall collect any funds due hereunder. The Applicant shall notify the Authority of each annual payment.

7. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston with respect to the Project, the Applicant shall submit a proposal in writing to the BRA on or before the Payment Date, describing the number,

location, cost, and design of the housing units. The proposal shall be subject to approval by the BRA after public notice and hearing.

8. The Jobs Contribution Grant shall be made in two equal, annual installments, the first of which will be due upon the issuance of the Building Permit and the second which will be due one year later. The total amount of the Linkage Payment calculated at the rate of \$6.00 per square foot of gross floor area in excess of 100,000 square feet, will approximate a total of \$692,250.* Dollars calculated as follows:

Total Estimated Project	
Gross Floor Area	215,375 square feet
Allowance	$\frac{(100,000)}{115,375}$ square feet
Article 26A	$\times \quad \$5$
DIP Exaction	576,875
Article 26B	115,375 square feet
JC Grant	$\times \quad \$1$
	115,375
Total Linkage Payment	<u>692,250</u>

The amount of the Linkage Payment is based upon an estimated gross floor area.

*The amounts set forth herein are estimates. The precise amounts of the Linkage Payment will be determined based upon the actual Gross Floor Area of the Project.

9. The BRA hereby agrees that, subject to the recalculation provisions contained in Section 4 of this Agreement, any recalculation of the rate of the Housing Payment Exaction Grant as set forth in Section 26-2(3)(a) of the Linkage Articles and otherwise shall not in any way increase the Housing Payment Exaction set forth in this Agreement.

10. If the City of Boston should hereafter impose, assess or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for a purpose similar to the purpose recited in Sections 26-1 26A-1 or 26B-1 of the Linkage Articles amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

11. The Applicant has executed a plan, known as a Boston Residents Construction Employment Plan ("Construction Employment Plan") which sets forth in detail the Applicant's plans to ensure that the Applicant's contractor, and those engaged by said contractor for construction of the Project, on a craft-by-craft basis, meet the following Boston Residents Construction Employment standards: (a) at least 50 percent of the total employee workerhours in each trade shall be by minorities; and (c) at least 10 percent of the total employee workerhours in each trade shall be by women. The Construction Employment Plan includes provisions for monitoring, compliance, and sanctions. The Construction Employment Plan has been approved by the Authority, the Boston Employment Commission and the Mayor's Office of Jobs and Community Services prior to the execution of this Agreement and is attached hereto as Exhibit I.

12. The Applicant shall fulfill the DIP requirement that a developer submit an Employment Opportunity Plan, by executing a Memorandum of Understanding (Exhibit II) and a First Source Agreement (Exhibit III). The Employment Opportunity Plan set forth in the Memorandum of Understanding presents the Applicant's good faith efforts to ensure that 50 percent of the employment opportunities created by the development will be made available to Boston residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry - level positions within the development.

13. The Authority acknowledges that by the signing of this Agreement the Applicant will have satisfied the requirements of Subparagraphs 2 of Section 26-3 26A-3 and subparagraph 1 of Section 26B-3 of the Linkage Articles insofar as satisfaction of the requirements of that Section is a precondition to the granting, allowing, or adopting of variances, conditional use permits, exceptions, or zoning map or text amendment with respect to the Applicant's development of the Project.

14. If the parties desire hereafter to amend this Agreement, such agreement shall be in writing and executed by the parties hereto.

15. This Agreement shall be governed by Massachusetts law, sets forth the entire agreement among the parties, may be amended or modified only by a writing signed by all parties, and is binding upon and inures to the benefit of the parties and their successors, assigns, and legal representatives, notwithstanding any subsequent amendment or repeal (or court decision having the effect of amendment or repeal) to or of the "linkage policies" of the City as incorporated in the Linkage Articles of the Boston Zoning Code.

16. The Authority agrees that the Applicant and its successors in interest shall be liable for breaches of obligations under this Agreement with respect to the Project while it or any successor in interest, as the case may be, is owner of the Project. The Authority further agrees to look solely to the interests in the Project of the Applicant for any claim arising under this Agreement. Neither the Applicant nor any trustee, beneficiary, partner, manager, agent, or employee of said Applicant, or its successors in interest, shall ever be personally or individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

Navy Yard Plaza Development
Associates - 33 Limited Partnership

By:

Navy Yard Plaza Development
Associates - 34 Limited Partnership

By:

Navy Yard Plaza Development
Associates - 38 Limited Partnership

By:

Navy Yard Plaza Development
Associates - 39 Limited Partnership

By:

Boston Redevelopment Authority

By: Stephen Coyle, Director

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

MEMORANDUM

April 9, 1987

Doc # 4877

TO: BOSTON REDEVELOPMENT AUTHORITY AND,
STEPHEN COYLE, DIRECTOR

FROM: JOHN R. LEIGH, ASSISTANT DIRECTOR
LINDA BOURQUE, ASSISTANT DIRECTOR
JAMES F. ENGLISH, DEPUTY DIRECTOR
KELLY KING, ASSISTANT GENERAL COUNSEL

SUBJECT: CHARLESTOWN NAVY YARD
APPROVAL OF DEVELOPMENT IMPACT PROJECT PLAN AND
DEVELOPMENT IMPACT PROJECT AGREEMENT FOR
BUILDINGS 33, 34, 38 AND 39

Navy Yard Plaza Development Associates, Inc. (Joseph Flaherty, Chairman, Robert T. Kenney, President and Treasurer) which is the general partner of Navy Yard Plaza Development Associates Limited Partnerships of which the limited partner is the First Charlestown Development Group, Inc. requests approval of a Development Impact Project Plan in the Charlestown Navy Yard. The project consists of the complete renovation and restoration of four buildings in the Historic Monument Transfer Area into approximately 215,000 of commercial space of which 50,000 square feet will be retail space.

On November 12, 1981 a Tentative Designation was granted by the Authority to the First Charlestown Development Group as redevelopers of Buildings 33, 34, 38 and 39. On July 12, 1984, the Authority approved and entered into a Management Agreement with the developer which called for a phased redevelopment of these four buildings and in which the developer acknowledged that the project, due to its size, was subject to Linkage Payments under Sections 26-1, 26A-1, and 26B-1 of the Zoning Code of the City of Boston. Subsequently, Navy Yard Plaza Development Associates has been approved as successor entity and granted Final Designation as redevelopers of Buildings 33 and 34 and has executed leases for each of these buildings which leases further acknowledge the linkage obligations of the project.

Development of the first phase of the project (Buildings 33 and 34) is now nearing completion and development to this point totals 95,847 square feet. The developer is now prepared to begin construction of improvements on Building 39, and in compliance with the earlier agreements, has now filed a Development Impact Project Plan for the total project.

Under the proposed Plan, the developer will make Linkage Payments totalling \$692,250. It is estimated that the project will create approximately 120 construction jobs and 858 permanent jobs. The developer has committed itself to compliance with the City's Affirmative Action goals for construction employment, permanent employment, and minority business contracting as indicated in the Lease Agreement and Development Impact Project Agreement.

It is therefore recommended that the Authority approve the attached Development Impact Project Plan for Buildings 33, 34, 38 and 39 at the Charlestown Navy Yard, and authorize the Director to execute the Development Impact Project Agreement with Navy Yard Plaza Development Associates, Inc.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for Buildings 33, 34, 38 and 39 in the Charlestown Navy Yard, in the Charlestown district of Boston, presented at a public hearing duly held at the offices of the Authority on April 9, 1987, and after consideration of the evidence presented at the hearing, the Boston Redevelopment Authority finds that said Plan (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26, 26A, 26B Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26, 26A, 26B Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the Buildings 33, 34, 38 and 39 in the Charlestown Navy Yard. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for Buildings 33, 34, 38 and 39 in the Charlestown Navy Yard," dated April 9, 1987, said document and plans shall be on file in the office of the Assistant Director for Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority and as an escrow agent for the Neighborhood Housing Trust, a Development Impact Project Exaction Agreement with the developer of Buildings 33, 34, 38 and 39 and to certify, in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan and that the developer has entered into an Agreement with the Authority to be responsible for a Development Impact Project Exaction; and further

VOTED: That in reference to a Petition, brought by Navy Yard Plaza Development Associates Limited Partnership for interpretations of the Zoning Code and one exception regarding Floor to Area Ratio as listed in the Development Impact Project Plan for Building 39, Charlestown Navy Yard, which is approved by the Authority today, the site being in a general business urban renewal area subdistrict, the Boston Redevelopment Authority recommends approval provided

that the Authority and the Developer have executed a Development Impact Project Agreement and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan. The Authority finds said petitions to be in conformity with said Development Plan and the Charlestown Urban Renewal Plan, as amended.

Doc #

Fact Sheet

Buildings 33, 34, 38 and 39

in the

Charlestown Navy Yard

A. Developer

Navy Yard Plaza Development Associates - 33 Limited Partnership, Navy Yard Plaza Development Associates - 34 Limited Partnership, Navy Yard Plaza Development Associates - 38 Limited Partnership, Navy Yard Plaza Development Associates - 39 Limited Partnership (hereinafter "Developer")

B. Architect

Boston Architectural Team
50 Commandant's Way
Chelsea, MA 02150

C. Site Description

Approximately 160,000 aggregate square feet of land consisting of the property known collectively as Buildings 33, 34, 38 and 39 (the "Project") in the Historic Monument Parcel, Charlestown Navy Yard, Charlestown Urban Renewal Area Project No. Mass. R-55.

D. Project Description

The Site will be developed in two phases, Buildings 33 and 34 ("Phase I") and Buildings 38 and 39 ("Phase II"). The development of the Project in both phases will consist of a complete renovation of the existing structures which will be converted into a mixture of office, retail and commercial space, all in accordance with legal requirements from time to time applicable thereto and for no other purpose. Space at the ground floor level of each building within the respective phases will be devoted to commercial uses.

E. Estimated Construction Time

	Phase I	Phase II
Commencement of Construction:	Sept. 1985	July 1986
Completion:	Dec. 1986	Jan. 1988
Occupancy:	Sept. 1986-June 1987	Jan. 1988-Jan. 1989

F. Projected Number of Employees

It is estimated that the development of the Project will create a total of approximately 400 construction jobs over the two phases of the construction period. After completion it is estimated that each building will provide the following number of permanent jobs:

Building 33	<u>168</u>
Building 34	<u>200</u>
Building 38	<u>130</u>
Building 39	<u>360</u>

The Developer will be required pursuant to its lease with the Authority to comply with the Mayor's Executive Order concerning Affirmative Action goals for construction employment, permanent employment and minority business contracting.

G. Development Impact Project Contribution

As required under Articles 26, 26A and 26B of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with Boston Redevelopment Authority to make a Housing Payment Exaction estimated to be \$576,875 and a Jobs Contribution Grant estimated to be \$115,375.

H. Zoning Approvals Required

Buildings 33, 34	Zoning variances are in place
Building 39	Variance (Section 15-1) for an increase in the gross floor area ratio to provide for offices, retail space and restaurants.
Building 38	Relief not yet determined.